



## THREE PARTY CONTRACTS

### **PUBLIC PAVING AND/OR DRAINAGE IMPROVEMENTS**

THE STATE OF TEXAS §

COUNTY OF TARRANT §

Legal Description \_\_\_\_\_

Project Name \_\_\_\_\_

Contract Number \_\_\_\_\_

KNOW ALL BY THESE PRESENTS:

This contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ hereinafter referred to as OWNER, \_\_\_\_\_ hereinafter referred to as GENERAL CONTRACTOR (if applicable), and \_\_\_\_\_ hereinafter referred to as CONTRACTOR.

WITNESSETH:

I.

CONTRACTOR hereby agrees to furnish all labor, materials, tools and the necessary equipment for the construction and installation of the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(hereafter "work")

II.

The construction and installation above set forth shall be performed according to the current Standard Specifications for Public Works Construction as issued by the North Central Texas Council of Governments, as it may be amended from time to time; and current City of Arlington Special Provisions located at <http://www.ci.arlington.tx.us/publicworks/pdf/Special%20Provision.pdf> as it may be amended, both of which are incorporated herein as if written word for word. Where any discrepancies occur between the Special Provisions and the Standard Specifications, the Special Provisions shall govern. Such construction and installation and the location thereof shall be approved by the Director of the Department of Public Works or his or her designee, of the City of Arlington, prior to beginning work.

III.

It is agreed by and between the parties that the CITY OF ARLINGTON has an interest in the proper performance of any contract relating to or arising out of the work described above, and that the CITY OF ARLINGTON may bring suit for failure to comply with any terms of this contract.

IV.

It is agreed by and between the parties that a **Maintenance Bond** in the amount of One Hundred Percent (100%) of the work shall be furnished by CONTRACTOR in favor of OWNER and CITY OF ARLINGTON for a period of two (2) years from the date of acceptance for Public Works Construction (paving and drainage) and shall be executed by an approved surety company authorized to do business in the State of Texas.

V.

In the event the amount of this contract is in excess of the sum of Twenty-Five Thousand Dollars (\$25,000.00), a **Performance Bond** in the amount of One Hundred Percent (100%) of the work shall be furnished by Contractor as specified in the current Standard Specifications for Public Works Construction, and such construction and installation and the location thereof shall be approved by the Director of the Department of Public Works or his or her designee of the CITY OF ARLINGTON prior to beginning work.

VI.

In the event the amount of this contract is in excess of the sum of Twenty-Five Thousand Dollars (\$25,000.00), a **Payment Bond** in the amount of One Hundred Percent (100%) of the work shall be furnished by Contractor solely for the protection of all persons, firms and corporations who may furnish materials for or perform labor hereunder. The Payment Bond shall be made in favor of the OWNER, the CITY OF ARLINGTON and all persons, firms or corporations who may furnish materials or perform labor upon the improvements hereunder.

VII.

OWNER or GENERAL CONTRACTOR hereby agrees to pay CONTRACTOR for the work performed hereunder on the following basis: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

VIII.

A copy of the Standard Specifications for Public Works Construction can be obtained by the CONTRACTOR through the North Central Texas Council of Governments. Special Provisions can be found at <http://www.ci.arlington.tx.us/publicworks/pdf/Special%20Provision.pdf>

IX.

This contract shall bind the parties, their heirs, successors, assigns and representatives for the full and faithful performance of the terms hereof, jointly and severally.

X.

It is understood and agreed that all installations of whatever kind made under the terms of this contract shall, upon acceptance by the City, immediately become the property of the CITY OF ARLINGTON, subject only to such reimbursement to OWNER as provided by the ordinances of the CITY OF ARLINGTON or by separate agreement.

XI.

**CONTRACTOR, OWNER and GENERAL CONTRACTOR (if signatory hereto) do hereby covenant and agree to, and do hereby agree to waive all claims, release, indemnify, defend and hold harmless the CITY OF ARLINGTON and all of its officials, officers, agents, employees and invitees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by reason of injury to or death or debt of any person, or for loss of, damage to, or loss of use of any property arising out of or in connection with this contract or the work. Such indemnity will apply whether the claims, suits, losses, damages, causes of action or liability, arise in whole or in part from the negligence of the CITY OF ARLINGTON or any of its officers, officials, agents, employees or invitees, in both their public and private capacities whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence, joint negligence, gross negligence, active negligence, passive negligence or any other form of negligence. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by OWNER, GENERAL CONTRACTOR (if signatory hereto) and CONTRACTOR to indemnify and protect the CITY OF ARLINGTON from the consequences of the CITY OF ARLINGTON'S own negligence, whether that negligence is the sole or concurring cause of the injury, death or damage or whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence, joint negligence, gross negligence, active negligence, passive negligence or any**

other form of negligence. Also, it is understood by OWNER, GENERAL CONTRACTOR (if signatory hereto) and CONTRACTOR that such indemnity is indemnity by OWNER GENERAL CONTRACTOR (if signatory hereto) and CONTRACTOR to indemnify and protect the CITY OF ARLINGTON from any liability, claims, suits, losses, damages or causes of action due to OWNER'S, GENERAL CONTRACTOR'S and/or CONTRACTOR'S negligence, error or omission, or the negligence, error or omission of any other person(s).

## XII.

CONTRACTOR shall, at his own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. CONTRACTOR shall not commence work under this contract until it has obtained all the insurance required under the contract and such insurance has been reviewed by the CITY OF ARLINGTON; nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained. All insurance policies provided under this contract shall be written on an "occurrence" basis.

### WORKERS' COMPENSATION INSURANCE

Workers' Compensation	Statutory Limit
Employers Liability	\$ 100,000. Each Accident
	\$ 500,000. Disease - Policy Limit

### LIABILITY INSURANCE

Commercial General Liability	\$ 500,000. Per Occurrence
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(No standard coverages are to be excluded by endorsement)

### AUTOMOBILE LIABILITY INSURANCE

Commercial Auto Liability Policy	\$ 500,000. Combined Single Limit
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(Including coverage for owned, hired, and non-owned autos)

### UMBRELLA LIABILITY

	\$ 1,000,000. Each Occurrence
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(Following Form and Drop Down provisions included)

It is agreed by all parties to this contract that the insurance required under this contract shall:

- (A) Be written with the CITY OF ARLINGTON as an additional insured on General, Automobile and Umbrella Liability Insurance policies.
- (B) Provide for thirty (30) days written notice to the CITY OF ARLINGTON, before any insurance is cancelled, non-renewed or material changed, or any other cause.

- (C) Be written through companies duly authorized to transact that class of insurance in the State of Texas. Companies shall have a minimum A.M. Best rating of A VII.
- (D) Waive subrogation rights for loss of damage so that insurers have no right to recover or subrogation against the CITY OF ARLINGTON, it being the intention that all required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
- (E) Provide Certificates of Insurance evidencing the required coverages.

**Three (3) Copies with Contracts to:**

City of Arlington  
 Department of Public Works  
 Mail Stop 01-0220  
 P. O. Box 90231  
 Arlington, Texas 76004-3231

**One (1) Copy Mailed to:**

City of Arlington  
 Risk Management  
 Mail Stop 01-333  
 P. O. Box 90231  
 Arlington, Texas 76004-3231

XIII.

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this contract are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

EXECUTED on the first date written above.

APPROVED:

**CITY OF ARLINGTON**

**OWNER**

By: \_\_\_\_\_  
**Robert Lowry**  
 Director  
 Department of Public Works

By: \_\_\_\_\_  
 \_\_\_\_\_  
 Print Name and Title  
 \_\_\_\_\_  
 Company Name  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 City State Zip Code

**GENERAL CONTRACTOR**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title\_\_\_\_\_  
Company Name\_\_\_\_\_  
Address\_\_\_\_\_  
City State Zip Code**CONTRACTOR**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title\_\_\_\_\_  
Company Name\_\_\_\_\_  
Address\_\_\_\_\_  
City State Zip Code

THE STATE OF TEXAS §

COUNTY OF TARRANT §

**DEPARTMENT OF PUBLIC WORKS**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Robert Lowry**, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed same for and as the act of the City of Arlington, Texas, a Texas Municipal Corporation, and as **Director of the Department of Public Works** thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Printed Signature

THE STATE OF TEXAS §

**OWNER**

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, ☐ who is known to me or ☐ who was proved to me on the oath of \_\_\_\_\_ (name of person identifying the acknowledging person) or ☐ who was proved to me through \_\_\_\_\_ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of \_\_\_\_\_ a corporation of \_\_\_\_\_ County, Texas, and as \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For the State of Texas

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary's Printed Signature

THE STATE OF TEXAS §

**GENERAL CONTRACTOR**

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, ☐ who is known to me or ☐ who was proved to me on the oath of \_\_\_\_\_ (name of person identifying the acknowledging person) or ☐ who was proved to me through \_\_\_\_\_ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of \_\_\_\_\_ a corporation of \_\_\_\_\_ County, Texas, and as \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For the State of Texas

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary's Printed Signature

THE STATE OF TEXAS   §

CONTRACTOR

COUNTY OF TARRANT   §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, ☐ who is known to me or ☐ who was proved to me on the oath of \_\_\_\_\_ (name of person identifying the acknowledging person) or ☐ who was proved to me through \_\_\_\_\_ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of \_\_\_\_\_ a corporation of \_\_\_\_\_ County, Texas, and as \_\_\_\_\_ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For the State of Texas

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary's Printed Signature